

BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION****GENERAL SERVICES**

3901 32nd STREET
JOPLIN, MO 64804

| | |
|--------------|-------------------|
| REQUEST NO. | D7-11-034 |
| DATE | February 28, 2011 |
| PAGE NO. | 1 |
| NO. OF PAGES | 14 |

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

1:00 P.M. CST, March 11, 2011

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**QUOTATIONS TO BE BASED F.O.B. MISSOURI
DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
3901 E. 32nd Street
Joplin, MO 64804

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS MUST BE
EXTENDED AND TOTALED.**

BUYER: Chris Stephens

BUYER TELEPHONE: 417-621-6355

| ITEM NO. | SUPPLIES OR SERVICES | RENTAL PERIOD | QTY months | UNIT PRICE | EXTENDED PRICE | DELIVERY DATE |
|-------------|--|----------------------------------|---------------|---------------|-------------------|------------------|
| 001 | (1)-10-Ton Vibratory Rollers, (9-12 ton will be acceptable, please stipulate size in your response). Preferably vibratory; static will be acceptable. Covered or enclosed. Steel wheels, side seating or swivel seating, filled with water or sand prior to delivery. Water weight must not splash out under any circumstance. Date Required: March 21, 2011 6:00 a.m. To Rich Hill MoDOT | March 21, August, 22, 2011 | 5 | | | |
| 002 | (1)-10 Ton Vibratory Roller, Same specs as Line Item 001: Date Required: March 21, 2011 6:00 a.m. To Nevada MoDOT | March 21, August, 22, 2011 | 5 | | | |
| 003 | (1)-10 Ton Vibratory Roller, Same specs as Line Item 001: Date Required: March 21, 2011 6:00 a.m. To Lamar MoDOT | March 21, August, 22, 2011 | 5 | | | |
| 004 | (1)- 10 Ton Vibratory Roller, Same as specs as Line Item 001: Date Required: March 21, 2011 6:00 a.m. To Osceola MoDOT | March 21, August, 22, 2011 | 5 | | | |

Please attach additional pages for pricing and description of equipment as needed.

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within days after receipt of formal purchase order.

| ITEM NO. | SUPPLIES OR SERVICES | RENTAL PERIOD | QTY | UNIT PRICE | EXTENDED PRICE | DELIVERY DATE |
|----------|--|----------------------------|-----|------------|----------------|---------------|
| 005 | (1)-10 Ton Vibratory Roller, Same as specs as Line Item 001: Date Required: March 21, 2011 6:00 a.m. To Greenfield MoDOT | March 21, August, 22, 2011 | 5 | | | |
| 006 | (1)- 10 Ton Vibratory Roller, Same as Line Item 001: Date Required: March 21, 2011 6:00 a.m. To Stockton MoDOT See address information for delivery locations on page 5. By signing below you confirm you meet all required specification listed on line item 001-006. If vendor is willing to give any discounts for bad weather days (rain), this reduction will be prorated and assist with determination of low bid. Also any breaks for Holiday schedules resulting in "no work" will be evaluated in the same manner. Delivery must be by March 21, 2010 no later than 6:00 a.m. to the individual locations identified. The equipment needs to be delivered on the Thursday prior to need date if the 6:00 a.m. hour cannot be met. "Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results". | March 21, May 21, 2011 | 2 | | | |

Please attach additional pages for pricing and description of equipment as needed.

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within _____ days after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____

By (Signature): _____
Type/Print Name _____
Title: _____

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION
JOPLIN, MISSOURI**

February 28, 2011

GENERAL SERVICES: Is accepting bids for Vibratory Roller Rentals to Missouri Department of Transportation for various weeks and monthly rental periods. Please send specification of equipment or include description in your bid response. MoDOT line item 001 contains required product specifications. Buyer: Chris Stephens

Sealed bids for supplying the equipment listed on page (1) will be received until **1:00 P.M., Local Time, March 11, 2011.**

Delivery will be to the individual locations identified on each line item. Final pick up will be at the same locations as delivery. All vendors must meet the delivery requirements listed below. Any non-compliance to these terms will need to be identified within your returned bid, otherwise if non-compliance to our delivery requirements are discovered after award of a contract, the contract will be subject to termination.

Delivery Requirements: All equipment must be fueled and serviced and in a **“Ready to Use”** condition which will be recorded on MoDOT Equipment Acceptance Reports. Any equipment received not meeting these requirements will have pricing adjustments accordingly to reimburse MoDOT’s expense and time associated with preparation of the equipment for usage. All must be in good working conditions, any immediate problems that interfere with operations proceeding in a timely manner will result in a day of no charge until the unit is in working condition.

Environmental fees, fuel surcharged and/or any other miscellaneous charges **WILL NOT** be accepted on any invoice. Freight costs must be included in the unit price quoted and not listed as a separate line item.

Downtime- if any unit is unavailable for use due to mechanical failure or parts availability for **more than three calendar days**, at any time, **the vendor must substitute a loan unit of mutually agreed on type**. The vendor will be required to extend the contract day for day if down time occurs.

Bid Award - Award of this request for quotation will be made on a **“Best Value ”** basis. Award will be made to the most responsive and responsible bidder whose bid is determined to be most advantageous to MoDOT, taking into consideration all evaluation factors.

Evaluation factors for Best Value:

Rental Price, specifications of equipment bid, availability, prorating of down days (if any), prorating rain days (vendor will be notified of these days when they happen).

Bids are to be returned in an envelope plainly marked **RFB D7-11-034 VIBRATORY ROLLERS RENTALS**. Bids should be mailed or delivered to Missouri Department of Transportation, 3901 E. 32nd Street, Joplin, Missouri 64804.

Each bidder must submit with each proposal a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that such bidder has not, either directly or indirectly, entered into

any agreement, participate in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such proposal, or any contract which may result from its acceptance.

The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

The date specified for the receiving of bids is a firm deadline and all bids must be received at the designated office by that time.

The Department does not recognize the **U.S. Mail, United Parcel Service, Air Express, or any other organizations**, as its agent for purposes of accepting proposals for sealed bids. Any proposal arriving at the designated office after the deadline specified will not be considered.

The Department of Transportation is exempt from Missouri State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE THESE TAXES IN THE BID, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.**

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri.

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT [A](#), AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

The attached form, identified as “**PREFERENCE IN PURCHASING PRODUCTS**”, “**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**” and “**ANTI-COLLUSION STATEMENT**” shall be included in your bid response. Upon Bid award of contract the following forms will be required “**-EXHIBIT A-AFFIDAVIT and MOU**” and **INSURANCE LIABILITY CERTIFICATION** must be on file in this office and must be dated in the current calendar year.

The right is reserved by the Department of Transportation to reject any or all bids and no award is final until formally approved by the Department.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

LOCATIONS

| BUILDING | ORG | 911 ADDRESS | PHONE | CONTACT NAME | CELL PHONE NO. |
|------------|-----|---|--------------|----------------|----------------|
| GREENFIELD | 717 | Rt. 2, Box 38B, Greenfield, MO 65661 | 417-637-5351 | Karla Cryer | 417-296-3345 |
| LAMAR | 722 | 67 SE 1st Lane, Lamar, MO 64759 | 417-682-2965 | Steve Smith | 417-438-2220 |
| NEVADA | 728 | 601 W. Outer Rd. No., Nevada, MO 64772 | 417-448-1393 | Kendall Gire | 417-549-0190 |
| OSCEOLA | 730 | 5371 NE Bus Hwy.82, Osceola, MO 64776 | 417-646-8130 | Eddie Smith | 417-309-0477 |
| RICH HILL | 733 | PO Box 30, Route 2, Rich Hill, MO 64779 | 417-395-2446 | Bob King | 660-460-0950 |
| STOCKTON | 737 | 13998 W. Hwy 32, Stockton, MO 65785 | 417-276-3417 | Robert Hoffman | 417-955-0033 |

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn, deposes and say that he

_____ of
Title of person Signing

Name of Bidder

That all statements made and facts set out in the proposal for the above project are true and correct, and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance. Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- _____
- _____
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the Stat are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the Corresponding items (or item numbers) in the spaces provided.

| Item (or item number) | Location Where Item Manufactured or Produced |
|-----------------------|--|
| | |
| | |

(Attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to me the contract specifications. Items (or item numbers):
- _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):
- _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

EXHIBIT A
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
titlebusiness name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

If checked (X), the following items are a provision of this quotation:

- ☒ The attachment entitled **"PREFERENCE IN PURCHASING PRODUCTS"** must be completed and returned with this request for quotation.
- ☒ Award of this request for quotation will be made on a **"Best Value"** basis to the most responsive and responsible bidder whose bid is determined to be most advantageous to MoDOT.
- ☐ Award of this request for quotation will be made on an "Item By Item" basis using the "lowest and best" principle of award.
- ☒ All materials/equipment/services quoted upon are F.O.B. Destination (as outlined above). Freight costs must be included in the unit price quoted and not listed as a separate line item.
- ☒ All materials/equipment/services quoted upon must comply with the attached MoDOT Specification # **Line Item 001** and any other provisions outlined in this request for quotation.
- ☐ If this quotation is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of this request for informal quotation, for each affected craft and type of workmen in the following county(ies):
_____. The Annual Wage Order #_____ may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City. The contractor shall submit weekly payroll documentation included with the project request for payment.
- ☐ If this quotation is accepted, the quoting firm will be required to secure a performance bond in the amount of 100% of the contract sum within two weeks of quote acceptance and prior to a Notice to Proceed by the Owner. The bond shall be issued by Surety, acceptable to the Owner. Costs of such bonds will be the responsibility of the quoting firm.
- ☒ The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by and Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1. Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
 - 2. Public Liability (includes property damage and personal injury):
 - a. Not less than \$400,000 each individual per accident or occurrence.
 - b. Not less than \$2,500,000 each accident or occurrence.
 - 3. Special Hazard Insurance: As required.
 - 4. Builder's Risk: Not less than the full Contract amount.
- ☐ The contractor will pay all sales and use taxes, which constitute a legal obligation arising out of this work. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies. The contractor will comply with local laws involving safety in the prosecution of the work.

VENDOR NAME:

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the bidder's attention to said 7 CSR 10-11 for all the procedures for soliciting and receiving bids and for awarding contracts applicable to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors providing services within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.. Contractors should apply the same preferences in selecting subcontractors.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to
- c. obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Status of Independent Contractor

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Tax Exempt Status:

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Prohibition Of Employment Of Unauthorized Aliens:

a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit _____.

b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United

States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit_____.

Delivery

a. The following days shall be construed as **official holidays** under the terms of the contract:

| | |
|-----------------------------|------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |

b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Liquidated Damages

a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.

THANK YOU

NO QUOTE

Date: _____

TO: Missouri Department of Transportation – District 7
General Services (Procurement) Division
3901 E. 32nd Street
Joplin, MO 64804
(417) 629-3226-Fax

FROM: _____

Our Company is submitting “No Quote” on RFQ# _____ for the reason(s) indicated

- () Product or service is not available or cannot meet the required specifications
- () Other obligations - cannot make required deadline
- () The delivery point or work location is outside of our territory or coverage/service area
- () Other – Please explain below:

Company Contact Person: _____ Phone # _____

- () Please keep our name on the bidder’s list for future opportunities on this product or service.
- () Please remove our name for your bidder’s list for this product service